

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LATOYA WHITE,)	FILED: JUNE 19, 2008
)	
Plaintiff,)	08CV3522
)	JUDGE HIBBLER
v.)	Case No. MAGISTRATE JUDGE SCHENKIER
)	
CONNECTICUT GENERAL LIFE INSURANCE)	TC
COMPANY, a Connecticut corporation,)	
)	
Defendant.)	

NOTICE OF REMOVAL

Connecticut General Life Insurance Company ("CGLIC") is the defendant in the above-captioned case, in which Plaintiff seeks a declaratory judgment that Plaintiff is entitled to the proceeds of a life insurance policy. The Complaint in this action, captioned *Latoya White v. Connecticut General Life Insurance Company*, Case No. 08 MRK 255, was filed in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois. CGLIC hereby files this Notice of Removal of the action to this Court. In support of removal, CGLIC states as follows:

1. Plaintiff's Complaint seeks life insurance benefits through an employee welfare benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").
2. Defendant CGLIC issued the group life insurance policy which insured said life benefits.
3. Accordingly, this action may be removed pursuant to 28 U.S.C. § 1441(b), in that this Court has federal question jurisdiction under 28 U.S.C. § 1331 and 29 U.S.C. § 1001 et seq.

4. Plaintiff's Complaint also alleges that she is an Illinois resident. Therefore, for purposes of diversity jurisdiction, plaintiff is a citizen of the State of Illinois.

5. Defendant CGLIC is a Connecticut corporation. CGLIC's principal place of business is also located in Connecticut. Therefore, for the purposes of diversity jurisdiction, CGLIC is a citizen of the State of Connecticut.

6. Based on Plaintiff's Illinois citizenship and Defendant CGLIC's Connecticut citizenship, diversity of citizenship exists under 28 U.S.C. § 1331(a)(1).

7. The ad dandum clause of Plaintiff's Complaint requests the entry of an order declaring that Plaintiff is entitled to the proceeds of the group life insurance policy and an order directing Defendant CGLIC to pay such proceeds to Plaintiff. Plaintiff further alleges that the proceeds from the group life insurance policy to which Plaintiff claims entitlement and payment by Defendant CGLIC is in the amount of at least One Hundred Thirty Thousand Dollars (\$130,000.00).

8. The amount in controversy satisfies the jurisdictional requirements of 28 U.S.C. § 1331(a).

9. Based upon the foregoing, diversity jurisdiction is proper pursuant to 28 U.S.C. § 1331.

10. Pursuant to 28 U.S.C. § 1446(a), Defendant CGLIC attaches to this Notice of Removal a copy of all process, pleadings and orders served upon it in the state court action as Exhibit A.

11. Concurrent with the filing of this Notice of Removal, CGLIC is filing its Notice of Filing Notice of Removal with the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

Respectfully submitted,

/s/ Clay M. Ullrick

Attorney for Defendant, CONNECTICUT
GENERAL LIFE INSURANCE COMPANY

Daniel K. Ryan
Clay M. Ullrick
HINSHAW & CULBERTSON
222 North LaSalle Street, Suite 300
Chicago, Illinois 60601-1081
(312) 704-3000

Incoming Legal #77067

RECEIVED
IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS 2008

Case No. 08MR 255

LATOYA WHITE	CONNECTICUT GENERAL LIFE INSURANCE CO.	GROUP LITIGATION DEPT. 08CV3522 JUDGE HIBBLER MAGISTRATE JUDGE SCHENKIER
Plaintiff(s)	Defendant(s)	
SERVE THIS DEFENDANT AT: Name CONNECTICUT GENERAL LIFE INSURANCE CO. c/o CIGNA Address 1601 Chestnut Street City/State/Zip Philadelphia, PA 19192		TC File Stamp

Amount Claimed 130,570.94

Additional Plaintiff Atty.:

Pltf. Atty GERALD K. HODGE

Atty Registration No.: 6187613

Address 2114 Deerpath Road

City, State and Zip Aurora, Illinois 60506

Phone Number: 630/907-0909

ALIAS SUMMONS

To the above named defendant(s):

- ☐ A You are hereby summoned and required to appear before this court at the _____ in room _____ at _____ (AM) PM, on _____, to answer the complaint in this case, a copy of which is hereto attached. If you fail to do so, a judgment by default may be taken against you for the relief asked in the complaint.
- ☒ B. You are hereby summoned and required to file an answer in this case or otherwise file your appearance, in the office of the Clerk of this court, within 30 days after service of this summons, exclusive of the day of service. If you fail to do so, judgment or decree by default may be taken against you for the relief prayed in the complaint.
- ☐ C. You are further Notified that a dissolution action stay is in full force and effect upon service of this summons. The conditions of the stay are set forth on the reverse side of this summons, and are applicable to the parties as set forth in the statute.

TO THE SHERIFF OR OTHER PROCESS SERVER:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement thereon of service and fees if any, immediately after service. In the event that paragraph A of this summons is applicable this summons may not be served less than three days before the day of appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than 30 days after its date if paragraph B is applicable.

WITNESS, MAY 20 2008

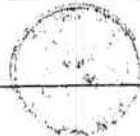
DATE OF SERVICE _____

(To be inserted by process server on copy left with the defendant or other person)

☐ File ☐ Service ☐ Attorney Copy

Deborah Syller

Clerk of Court



EXHIBIT

"A"

NOTICE TO DEFENDANTS - Pursuant to Supreme Court Rule

In a civil action for money (under \$15,000.00) in which the summons requires your appearance on a specified day, you may enter your appearance as follows:

1. You may enter your appearance prior to the time specified in the summons by filing a written appearance, answer or motion in person or by attorney to the Office of the Kane County Circuit Clerk , 100 South Third Street, Geneva, Illinois 60134
2. You may enter your appearance at the time and place specified in the summons by making your presence known to the Judge when your case is called.

In either event YOU MUST APPEAR IN PERSON OR BY ATTORNEY at the time and place specified in the summons or a default Judgment will be entered against you.

When you appear in Court, the Judge will require you to enter your appearance in writing, if you have not already done so. Your written appearance, answer, or motion shall state with particularity the address where service of notice or papers may be made upon you or an attorney representing you.

Your case will be heard on the date set forth in the summons unless otherwise ordered by the Court. Only the Court can make this exception. Do not call upon the Circuit Court Clerk or the Sheriff's office if you feel you will be unable to be present at the time and place specified. Continuances can be granted only on the day set forth in the summons, and then only for a good cause shown. You, or someone representing you, MUST APPEAR IN PERSON at the specified time and place and make such a request.

If you owe and desire to pay the claim of the plaintiff before the return date on the summons, notify the plaintiff or his attorney of your desire to do so. Request that he/she appear at the time specified and ask for the dismissal of the suit against you. Do not make such a request of the Circuit Court Clerk or the Sheriff, as only the Judge can dismiss a case, and then only with a proper court order which must be entered in open Court.

CONDITIONS OF DISSOLUTION ACTION STAY

750 ILCS 5/501.1

Chapter 40, paragraph 501.1, Illinois Revised Statutes

(a) Upon service of a summons and petition or praecipe filed under the Illinois Marriage and Dissolution of Marriage Act or upon the filing of the respondent's appearance in the proceeding, whichever first occurs, a dissolution action stay shall be in effect against both parties and their agents and employees, without bond or further notice, until a final judgment is entered, the proceeding is dismissed, or until further order of the court:

- (1) restraining both parties from physically abusing, harassing, intimidating, striking, or interfering with the personal liberty of the other party or the minor children of either party; and
- (2) restraining both parties from removing any minor child or either party from the State of Illinois or from concealing any such child from the other party, without the consent of the other party or an order of the court.

NOTICE

BY ORDER OF COURT THIS CASE IS HEREBY
SET FOR CASE MANAGEMENT CONFERENCE
BEFORE THE ABOVE NAMED JUDGE
ON 7-29-08 AT 9:30 A.M. P.M.
FAILURE TO APPEAR MAY RESULT IN THE
CASE BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS

LATOYA WHITE,

Plaintiff,

vs.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY,

Defendant.

General No.

'08 MR K 255

**COMPLAINT FOR DECLARATORY RELIEF
AND DECLARATORY JUDGMENT**

NOW COMES, Plaintiff, LATOYA WHITE and complains of Defendant, CONNECTICUT
GENERAL LIFE INSURANCE COMPANY ("CIGNA") relating to a certain life insurance policy
and death benefits payable thereunder and states as follows:

1. LATOYA WHITE is the daughter and natural child of LAURIE A. LEE, deceased.
LATOYA WHITE at all times relevant hereto was a resident of Aurora, Illinois, having a home
address of 2046 Foxpoint Drive, Apartment 205.
2. That at all times relevant hereto, LAURIE A. LEE was a resident of the County of
Kane, residing at 601 Bangs Street, Aurora, Illinois 60505.
3. CIGNA does business in Kane County, Illinois, and is licensed through the Illinois
Department of Insurance to offer group universal life insurance products.
4. That LAURIE A. LEE died on September 28, 2007 from a self-inflicted gunshot
wound to the head. Attached as Exhibit A is a copy of the death certificate of LAURIE A. LEE
issued November 9, 2007.

FILED
ENTERED
2008 APR -8, A 10:08
DEBORAH SEYLER
CIRCUIT COURT CLERK
KANE COUNTY, IL

5. That at the time of her death, LAURIE A. LEE was employed by Kraft Foods as an assembly line worker and participated in the universal life insurance program offered through CIGNA group universal life insurance under policy no. 0596726 (the "Policy"), a copy of which Policy is attached hereto as Exhibit B.

6. That the Policy was in effect at the time of LAURIE A. LEE's death.

7. That at the time of LAURIE A. LEE's death, the Policy was administered as a group universal life program by Marsh at Worksolutions, a service of Seebury and Smith, 1776 West Lakes Parkway, Des Moines, Iowa 50398 ("Marsh").

8. That on or about September 1, 2003, LAURIE A. LEE increased the coverage amount under the Policy to provide a death benefit of \$130,000.00.

9. Thereafter, on at least one occasion, upon information and belief, LAURIE A. LEE increased the death benefit under the Policy to \$180,000.00.

10. That a provision existed under the Policy that the increased life insurance coverage above \$130,000.00 would not be applicable to death by suicide until a certain time period passed after the increase was elected.

11. Despite repeated attempts to obtain information from Defendant, CIGNA regarding the Policy and the designated beneficiaries under the Policy, Plaintiff, LATOYA WHITE, has been unable to obtain sufficient information to determine the dates or applicable restrictions relative to increased death benefit coverages elected by LAURIE A. LEE prior to her death.

12. That despite repeated attempts to obtain information regarding the beneficiary designation under the Policy, the Plaintiff, LATOYA WHITE, has been unable to obtain signed, written confirmation of the death benefit beneficiary; however, upon information and belief, as

confirmed by a certain email dated Wednesday, March 5, 2008 and sent by Michelle Tigner, a printed copy of which is attached hereto as Exhibit C. Laurie A. Lee named herself as primary beneficiary under the policy.

13. CIGNA determined, without explanation to LATOYA WHITE, that a beneficiary designation by LAURIE A. LEE in which she designated herself as the primary beneficiary of the Policy death benefits entitled CIGNA, to cause the death benefits under the Policy paid to be paid to the estate of LAURIE A. LEE, rather than the contingent beneficiary designated on the beneficiary designation in CIGNA's files.

14. LATOYA WHITE was advised by Marsh that a beneficiary designation on file in its records designated LAURIE A. LEE as the primary beneficiary and LATOYA WHITE as the contingent beneficiary under the Policy.

15. That CIGNA, notwithstanding the efforts to determine the proper payee of the death benefits and other amounts related to the Policy, issued the following checks payable to the Estate of LAURIE A. LEE, deceased:

- a. Check no. ZZ51610237 in the amount of \$130,000.00;
- b. Check no. ZZ51610238 in the amount of \$544.11; and
- c. Check no. ZZ51610239 in the amount of \$26.83.

16. In the event the primary beneficiary was designated under the Policy as LAURIE A. LEE and the contingent beneficiary was designated as LATOYA WHITE, then upon the death of LAURIE A. LEE, the death benefits and other amounts payable under the Policy should be paid to the contingent beneficiary, LATOYA WHITE, rather than to the Estate of LAURIE A. LEE, deceased.

17. That the designation of an insured as the beneficiary of a life insurance Policy is not an effective designation, because the insured cannot survive her own death. Accordingly, in such an instance where the insured designates the insured as the primary beneficiary and another person as the contingent beneficiary, the contingent beneficiary should be the taker of the death benefits.

WHEREFORE, your Plaintiff, LATOYA WHITE, by and through her attorneys, KINNALLY, FLAHERTY, KRENTZ & LORAN, P.C., respectfully requests the following declaratory relief and declaratory judgment be entered:

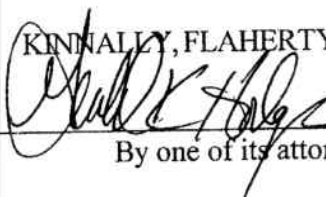
- A. That the primary beneficiary designation of LAURIE A. LEE under the Policy was ineffective and for all purposes should be ignored;
- B. That LATOYA WHITE be determined to be the contingent beneficiary under the beneficiary designation with respect to the Policy;
- C. That Defendant, CIGNA be declared obligated and directed to pay the death benefits of the Policy to the contingent beneficiary, LATOYA WHITE; and
- E. For such other and further relief as the Court deems just.

Respectfully submitted,

LATOYA WHITE

By: KINNALLY, FLAHERTY, KRENTZ & LORAN, P.C.

By:


By one of its attorneys

Gerald K. Hodge
KINNALLY, FLAHERTY, KRENTZ & LORAN, P.C.
2114 Deerpath Road
Aurora, IL 60506
630/907-0909

CERTIFICATION OF VITAL RECORD

140104

☒ PERMANENT
CERTIFICATE

☐ TEMPORARY
CERTIFICATE
REGISTRATION
DISTRICT NO. 45.0REGISTERED
NUMBERMEDICAL EXAMINER'S - CORONER'S
CERTIFICATE OF DEATH

STATE OF ILLINOIS

STATE FILE
NUMBERType, or Print in
PERMANENT INK
See Coroner's
or Funeral Directors
Handbook for
INSTRUCTIONSA
DECEASED

B

C

D

E

PARENTS

1

2

3

4

5

CAUSE

N

P

H.G.

RUF

UNK

CERTIFIER

DISPOSITION

DECEASED-NAME FIRST MIDDLE LAST SEX DATE OF DEATH (MONTH, DAY, YEAR)
1. Laurie Ann Lee 2. Female 3. September 28, 2007

COUNTY OF DEATH AGE-LAST BIRTHDAY (YRS) UNDER 1 YEAR UNDER 1 DAY DATE OF BIRTH (MONTH, DAY, YEAR)
4. Kane 5a. 43 5b. 5c. 5d. May 23, 1964

CITY, TOWN, TWP. OR ROAD DISTRICT NUMBER HOSPITAL OR OTHER INSTITUTION-NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER) IF HOSP. OR INST. INDICATED, G.O.A. OVERSEER, FULL INPATIENT (SPECIFY)
6a. Aurora 6b. 601 Bangs Street Ec. ---

BIRTHPLACE, CITY AND STATE OR FOREIGN COUNTRY MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY) NAME OF SURVIVING SPOUSE (MAIDEN NAME, IF WIFE) WAS DECEASED EVER IN U.S. ARMED FORCES? (YES/NO)
7. Chicago Illinois 8a. Married 8b. Trenniss Lee, Jr. 9. No

SOCIAL SECURITY NUMBER USUAL OCCUPATION KIND OF BUSINESS OR INDUSTRY EDUCATION (SPECIFY ONLY HIGH SCHOOL GRADE COMPLETED)
10. 329-66-8742 11a. Assembly Line 11b. Kraft Foods 12. College (1-4 or 5+)

RESIDENCE (STREET AND NUMBER) CITY, TOWN, TWP. OR ROAD DISTRICT NO. INSIDE CITY COUNTY
13a. 601 Bangs St. 13b. Aurora 13c. Yes 13d. Kane

STATE ZIP CODE RACE (WHITE, BLACK, AMERICAN INDIAN, ETC.) (SPECIFY) OF HISPANIC ORIGIN? (SPECIFY NO OR YES-IF YES, SPECIFY 3, J. MEXICAN, MEXICAN, ETC.)
13e. Illinois 13f. 60505 14a. Black 14b. NO YES SPECIFY:

FATHER-NAME FIRST MIDDLE LAST MOTHER-NAME FIRST MIDDLE (MAIDEN) LAST
15. (Unavailable) (Unavailable) 16. Mary Elizabeth Smith

INFORMANT'S NAME (TYPE OR PRINT) RELATIONSHIP MAILING ADDRESS (STREET AND NO. OR R.F.D., CITY OR TOWN, STATE, ZIP)
17a. Trenniss Lee, Jr. 17b. Spouse 17c. 601 Bangs Street Aurora Illinois 60505

18. PART I Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

Immediate Cause (Final disease or condition resulting in death) (a) Gunshot Wound to the Head DUE TO, OR AS A CONSEQUENCE OF

CONDITIONS, IF ANY WHICH GIVE RISE TO IMMEDIATE CAUSE (a) STATING THE UNDERLYING CAUSE LAST. (b) DUE TO, OR AS A CONSEQUENCE OF (c)

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I. ALTOUSY (YES/NO) 19a. No 19b. YES-ALTOUSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH (YES/NO)

NATURAL ACCIDENT, HOMICIDE, SUICIDE, UNDETERMINED, (SPECIFY) DATE OF INJURY (MONTH, DAY, YEAR) HOUR HOW INJURY OCCURRED (ENTER NATURE OF INJURY MENTIONED IN PART I OR PART II, ITEM 18) 20a. Suicide 20b. September 28, 2007 20c. 11:28 A 20d. Gunshot Wound to the Head

INJURY AT WORK (YES/NO) PLACE OF INJURY (AT HOME, FARM, STREET, FACTORY, OFFICE BUILDING, ETC.) (SPECIFY) LOCATION (CITY, TWP. OR TOWN, OR TWP., OR RD. DIST. NO., COUNTY, STATE) IF FEMALE, WAS THERE A PREGNANCY IN PAST THREE MONTHS?
20e. No 20f. In Home 20g. Aurora Kane Illinois 20h. YES/NO

I CERTIFY THAT IN MY OPINION BASED UPON MY INVESTIGATION AND/OR THE INQUIRY, THIS DEATH OCCURRED ON THE DATE, AT THE PLACE AND DUE TO THE CAUSE(S) STATED, AND THAT... THE DECEDENT WAS PRONOUNCED DEAD ON...
21a. 21b. September 28, 2007 21c. 11:40 A M.

CORONER'S / MEDICAL EXAMINER'S SIGNATURE DATE SIGNED (MONTH, DAY, YEAR)
22a. Charles A. West 22b. November 6, 2007

CORONER'S PHYSICIAN'S NAME (Type or Print) DATE SIGNED (MONTH, DAY, YEAR)
23a. 23b.

BURIAL, CREMATION, REMOVAL (SPECIFY) CEMETERY OR CREMATORY-NAME LOCATION CITY OR TOWN STATE DATE (MONTH, DAY, YEAR)
24a. Burial 24b. Oak Ridge Cemetery 24c. Hillside Illinois 24d. October 6, 2007

FUNERAL HOME NAME STREET AND NUMBER OR R.F.D. CITY OR TOWN STATE ZIP
25a. Smith & Thomas Funeral Home, 5708 W. Madison , Chicago, Illinois 60644

FUNERAL DIRECTOR'S SIGNATURE FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER
25b. Ilene Johnson 25c. 033-011793

LOCAL REGISTRAR'S SIGNATURE DATE FILED BY LOCAL REGISTRAR (MONTH, DAY, YEAR)
26a. John A. Cunningham 26b. November 6, 2007

VR202 (Rev. 5/89) Illinois Department of Public Health—Division of Vital Records (BASED ON 1968 U.S. STANDARD CERTIFICATE)

CERTIFIED COPY OF VITAL RECORDS

STATE OF ILLINOIS
COUNTY OF KANE

SS

DATE ISSUED

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County Clerk, Kane County, Geneva, Illinois.

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

EXHIBIT

A



Home Office: Bloomfield, Connecticut
Mailing Address: Hartford, Connecticut 06152

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

(called CG) certifies that it insures the person(s) named in the Certificate Coverage Verification Page (called the Insured) for the benefits provided by the Group Flexible Premium Adjustable Life Insurance Policy No. 0596726 (called the Policy).

POLICYHOLDER: **PEOPLE'S BANK, AS TRUSTEE OF THE
UNIVERSAL LIFE INSURANCE TRUST FOR
KRAFT GENERAL FOODS**

NOTICE: This Certificate does not apply to any Insured unless a Certificate Coverage Verification showing the Insured's name and the Certificate date is attached.

This Certificate describes the main features of the insurance. It does not waive or alter any of the terms of the Policy. If questions arise, the Policy will govern.

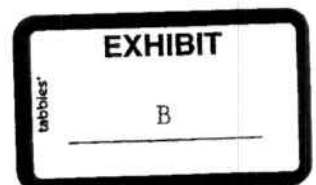
This Certificate takes the place of any other issued to the Insured on a prior date which described the insurance.


Corporate Secretary


PRESIDENT

GM6000 C1

V-11
CER9



CONNECTICUT GENERAL LIFE INSURANCE COMPANY

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EXPLANATION OF TERMS

You will find terms starting with capital letters throughout your Certificate. To help you understand your benefits, most of these terms are defined in the Definitions section of your Certificate.

===== THE SCHEDULE =====

The Schedule is a brief outline of your maximum benefits which may be payable under your insurance. For a full description of each benefit, refer to the appropriate section listed in the Table of Contents.

DEFINITIONS

Administrator

The Administrator is Johnson & Higgins/Kirke-Van Orsdel, Inc.

Active Service

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if he is performing in the usual way all of the regular duties of his work for the Employer on a full-time basis on that day, either at one of the Employer's places of business or at some location to which the Employer's business requires him to travel. An Employee will be deemed in Active Service on a day which is not one of the Employer's scheduled work days only if he was in Active Service on the preceding scheduled work day. An Employee is considered in Active Service on a national holiday or during vacation if he was in Active Service on the last day preceding such holiday or vacation.

Annual Base Pay

A Class A Insured's rate of pay as reported by the Employer. It does not include overtime, commissions, bonus, or shift differential.

Attained Age

An Insured's age on his last birthday prior to or that is the same as January 1.

Cash Value

Refer to the calculation presented on page 21 (Cash Value and Net Cash Value).

Certificate Anniversary Date

The date each year that is the same as the date on which the Insured's coverage became effective.

Certificate Maturity Date

The January 1 that is the same as or next follows the 100th birthday of a Class A, Class B, Class D, or Class E Insured.

Class A Insured

An Employee of the Employer who is insured under the Policy.

DEFINITIONS (Continued)

Class B Insured

An active Employee's Spouse who is insured under the Policy.

Class C Insured

The Dependent Child of an Employee for which a Class A, Class B, or Class E Insured has elected coverage under the Policy.

Class D Insured

A former Class C Insured who no longer qualifies as such and who has elected to continue his insurance under the Policy.

Class E Insured

(a) A former Class A Insured or Class B Insured who no longer qualifies as such and who has elected to continue his insurance under the Policy; or (b) a Spouse of a former Class A Insured who has elected to be insured under the Policy on or after the date the Class A Insured becomes a Class E Insured.

Dependent Child(ren)

The unmarried Child(ren) of an Employee who is:

- 14 days of age but less than 19 years old;
- 19 or more years but less than 25 years, enrolled in a school as a full-time student and primarily supported by the Employee; or
- 19 or more years and primarily supported by the employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the Child's condition and dependence must be submitted to CG within 31 days after the date the Child ceases to qualify as a Dependent for the reasons listed above. During the next two years CG may, from time to time, require proof of the continuation of such condition and dependence. After that, CG may require proof no more than once a year.

The term "Child" means a Child born to or legally adopted by the Employee. It also means a stepchild living with the Employee.

Employee

All regular, full-time Employees of the Employer.

DEFINITIONS (Continued)

Employer

The Employer is KRAFT GENERAL FOODS and its subsidiaries.

Insurability Requirement

A Class A, Class B, Class C, or Class D Insured will be considered to have satisfied the Insurability Requirement for a Coverage Amount on the day CG accepts that person as insurable for that amount. To determine a person's acceptability for a Coverage Amount, CG will require evidence of good health and may require that it be presented by the person at his own expense.

Insured

A Person who is eligible for insurance under the Policy as a Class A, Class B, Class C, Class D, or Class E Insured, who has elected the insurance and whose coverage has not ceased.

Lapse

As defined in the Insufficient Cash Value (Lapse) section.

Monthly Calculation Date

The first day of each calendar month.

Policy Anniversary Date

The first day of January.

Policy Effective Date

The first day of January 1991.

Policy Year

The 12-month period starting on any January 1 until the next January 1.

Spouse

An Employee's legal spouse. This term does not include a person who is legally separated from the Employee at the time of enrollment. However, a Spouse who is legally separated, divorced or widowed after enrollment may continue to be insured.

Unscheduled Premium Payment

Any premium payment other than the Planned Monthly Premium.

THE SCHEDULE

LIFE INSURANCE

Benefits For You and Your Dependents

CLASS A INSURED

Each Class A Insured

COVERAGE AMOUNT

An amount elected by that Insured equal to 1, 2, 3 or 4 times his Annual Base Pay, rounded to the next higher \$10,000, if not already an even multiple of \$10,000, less his Paid-up Insurance, if any. The sum of the Coverage Amount and the Paid-up Insurance, if any, will not exceed the lesser of 4 times his Annual Base Pay or \$1,000,000.

Minimum Amount: 1 times Annual Base Pay

If a Class A Insured initially elects a Coverage Amount in excess of the lesser of 3 times his Annual Base Pay or \$500,000, he will only become insured for the excess amount if he satisfies the Insurability Requirement for it.

When a Class A Insured elects to be insured, he will be enrolled for the Automatic Coverage Increase Option.

Under that Option:

- his Coverage Amount will be increased on the Policy Anniversary Date after each increase in his Annual Base Pay as of the prior September 30; and
- he will not be required to satisfy the Insurability Requirement for the increased amount.

The Automatic Coverage Increase Option will not apply to a former Class A Insured when he becomes a Class E Insured.

If a Class A Insured revokes the Automatic Coverage Increase Option when he first becomes insured or if he later revokes it, he may elect the Option at a later date. If he elects the Option, he must satisfy the Insurability Requirement before he is enrolled for the Option.

GM6000 SC21
GM6000 SC22

USC5V2 M

THE SCHEDULE

LIFE INSURANCE**Benefits For You and Your Dependents (Continued)****CLASS B INSURED****COVERAGE AMOUNT**

Each Class B Insured

An amount elected by that Insured in increments of \$10,000, less his Paid-up Insurance, if any. The sum of the Coverage Amount and the Paid-up Insurance, if any, will not exceed the lesser of: (a) two times the Employee's Annual Base Pay; or (b) \$100,000.

Minimum Amount: \$10,000

If a Coverage Amount initially elected for a Class B Insured, age 64 or younger, is higher than \$30,000, he will only become insured for the amount that exceeds \$30,000 if he satisfies the Insurability Requirement for that amount.

If a Class B Insured is age 65 or older, he will only be insured if he satisfies the Insurability Requirement.

**CLASS C INSURED
(Dependent Child)****COVERAGE AMOUNT**

Each Class C Insured

\$10,000

**CLASS D INSURED
(Former Dependent Child)****COVERAGE AMOUNT**

Each Class D Insured

An amount elected by that Insured in increments of \$10,000, less his Paid-up Insurance, if any. The sum of the Coverage Amount and the Paid-up Insurance, if any, will not exceed \$50,000.

GM6000 SC22
GM6000 SC23

(2)
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THE SCHEDULE

LIFE INSURANCE (Continued)
Benefits For You and Your Dependents
CLASS E INSURED

Each Former Class A Insured

COVERAGE AMOUNT

An amount elected by that Insured based on The Schedule for each Class A Insured.

Each Former Class B Insured
and each Spouse of a Former
Class A Insured

An amount elected by that Insured based on The Schedule for each Class B Insured.

Decreases in Coverage Amount

Each Class A, Class B, Class D or Class E Insured may elect a decrease in his Coverage Amount at any time by notifying the Administrator in writing. The decrease in Coverage Amount for a Class A Insured must be in multiples of Annual Base Pay. The decrease in Coverage amount for a Class B, Class D, or Class E Insured must be in increments of \$10,000. The decrease in Coverage Amount will become effective on the later of: (a) the first day of the month after the date the decrease is elected; or (b) the first day of the month during which the payroll deduction is changed; or, if premium for that Insured is paid directly to the Administrator, the first of the month during which the first premium payment for the decreased Coverage Amount is due.

Increases in Coverage Amount

At any time:

- a Class A, Class D, or Class E Insured may elect an increased Coverage Amount; or
- an election to increase a Class B Insured's Coverage Amount may be made.

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THE SCHEDULE

LIFE INSURANCE

Benefits For You and Your Dependents

Increases in Coverage Amount (Continued)

However, the Insured will become covered for the elected higher Coverage Amount only if he satisfies the Insurability Requirement for that amount. The effective date of the increase will be the later of: (a) the first day of the month after CG accepts the Insured for the higher Coverage Amount; or (b) the first day of the month in which the first payroll deduction for the higher Coverage Amount is made; or, if premiums for that Insured are paid directly to the Administrator, the first day of the month during which the first premium payment for the higher Coverage Amount is due.

If a Class A Insured is not in Active Service on the date he would otherwise become insured for an increased Coverage Amount, he will become insured for the increase on the date he returns to Active Service.

If, on the date a Class B or Class D Insured would otherwise become insured for an increased Coverage Amount: (a) he is a patient in a hospital; or (b) he is unable to engage in the normal activities of a person of the same age and sex; he will become insured for the increase on the day after the condition described under (a) or (b) has ended.

Limit on Increases or Decreases

CG may refuse any increase or decrease in an Insured's Coverage Amount if, in the opinion of CG, such change would adversely affect the Policy's qualification as a life insurance policy under the Internal Revenue Code.

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WHO IS ELIGIBLE

Classes of Eligible Persons

A person may be insured only under one of the Classes of Eligible Persons shown below, even though he may be eligible under more than one Class.

Class A - Employee

Each Employee of the Employer in one of the Classes of Eligible Employees shown below will become eligible to be insured as a Class A Insured on the later of:

- the Policy Effective Date;
- the date he becomes an Employee of the Employer in one of the Classes of Eligible Employees.

Classes of Eligible Employees

All Employees on U.S. payroll who are U.S. citizens or U.S. permanent residents.

Class B - Spouse

Each Spouse of an eligible Employee will become eligible to be insured as a Class B Insured on the later of:

- the date the Employee becomes eligible to be insured for himself; or
- the date a person becomes a Spouse of an eligible Employee.

For the purposes of eligibility the Spouse must meet the following requirements:

- the Spouse must be a lawful Spouse and not legally separated from the Employee; and a U.S. citizen or U.S. permanent resident; and
- the Spouse must: (a) be able to engage in the normal activities of a person of the same age and sex on both the date the enrollment form is completed and the effective date of the Coverage Amount; and (b) not have been hospitalized during the 90 days prior to the date the Employee completes an enrollment form.

WHO IS ELIGIBLE

Classes of Eligible Persons (Continued)

Class C - Dependent Child

If an eligible Employee has elected the insurance for either himself or an eligible Spouse, he is eligible to have his Dependent Child or Children covered as Class C Insureds on the date such Employee or Spouse:

- elects coverage for himself or an eligible Spouse; or
- acquires a Dependent Child;

whichever is later.

However, a Dependent Child must: (a) be a U.S. citizen or a U.S. permanent resident; (b) be able to engage in the normal activities of a person of the same age and sex on both the date the enrollment form is completed and the effective date of the Coverage Amount; and (c) not have been hospitalized during the 90 days prior to the date the eligible Employee or eligible Spouse completes an enrollment form.

In no event will a Dependent Child be eligible to become insured by both an eligible Employee and an eligible Spouse or by two eligible Employees.

Class D - Former Class C Dependent Child

A Class C Insured whose coverage under the Policy would otherwise cease because he no longer qualifies as a Dependent Child will become eligible to be insured as a Class D Insured on the date he ceases to be a Class C Insured.

Class E - Former Class A or Class B Insured

A Class A or Class B Insured who no longer qualifies as such, as described in the Termination of Insurance section, will become eligible to be insured as a Class E Insured on the date he ceases to be a Class A or Class B Insured.

WHO IS INSURED

This plan is offered to you as an Employee. To be insured, you must pay the cost.

Effective Date of Insurance

Class A - Employees

The Effective Date of Insurance for an Employee who is eligible for coverage as a Class A Insured on the Policy Effective Date, and who signs the required enrollment form during the initial open enrollment period, will be the Policy Effective Date.

The Effective Date of Insurance for an Employee who becomes eligible for coverage as a Class A Insured after the Policy Effective Date, and who signs the required enrollment form within 31 days after he becomes eligible, will be the first day of the month in which the payroll deduction is made.

If the Coverage Amount elected for an Employee is in excess of the lesser of 3 times his Annual Base Pay or \$500,000, the Employee must satisfy the Insurability Requirement. His insurance will then begin on the later of: (a) the first day of the month after CG agrees in writing to insure him; or (b) the first day of the month during which the first payroll deduction for the Employee is received.

If an Employee who was insured under the prior supplemental term life insurance plan sponsored by KRAFT GENERAL FOODS as of December 31, 1990 elects a Coverage Amount in excess of the lesser of 3 times his Annual Base Pay or \$500,000 that is equal to or less than the coverage under the prior Supplemental Plan, will be covered for the excess amount as of January 1, 1991 without satisfying the Insurability Requirement (provided that his application for insurance is submitted on a timely basis during the initial open enrollment period).

An Employee who elects the insurance more than 31 days after he first becomes eligible must satisfy the Insurability Requirement. Such Employee's insurance will then begin on the later of: (a) the first day of the month after CG agrees in writing to insure him; or (b) the first day of the month during which the first payroll deduction is made; or, if premiums for the Employee are to be paid directly to the Administrator, the first day of the month during which the first premium payment for the Employee is due.

If an Employee is not in Active Service on the date his insurance would otherwise begin, he will become insured on the date he returns to Active Service. If an Employee does not return to Active Service within 90 days from the date the original enrollment form was completed, a new enrollment form will be required.

WHO IS INSURED**Effective Date of Insurance (Continued)****Class B - Spouse**

The Effective Date of Insurance for a Spouse who is eligible for coverage as a Class B Insured on the Policy Effective Date and for whom the required enrollment form is signed during the initial open enrollment period, will be the Policy Effective Date.

The Effective Date of Insurance for a Spouse who becomes eligible for coverage as a Class B Insured after the Policy Effective Date, and for whom the required enrollment form is signed within 31 days after he becomes eligible, will be:

- the first day of the month during which the first payroll deduction for the Spouse is made; or
- if premiums for the Spouse are to be paid directly to the Administrator, the first day of the month during which the first premium payment for the Spouse is due.

If the Coverage Amount elected for a Spouse is in excess of \$30,000 or the Spouse is age 65 or older, the Spouse must satisfy the Insurability Requirement. His insurance will then begin on the later of: a) the first day of the month after CG agrees in writing to insure him; or b) the first day of the month during which the first payroll deduction for the Spouse is made.

If insurance for a Spouse is elected more than 31 days after he becomes eligible, the Spouse must satisfy the Insurability Requirement. His insurance will then begin on the later of: (a) the first day of the month after CG agrees in writing to insure him; or (b) the first day of the month during which the first payroll deduction for the Spouse is made; or, if premiums for the Spouse are to be paid directly to the Administrator, the first day of the month during which the first premium payment for the Spouse is due.

If, on the date his insurance would otherwise begin, a Spouse: (a) is a patient in a hospital; or (b) is unable to engage in the normal activities of a person of the same age and sex; his insurance will begin on the day after the condition set forth under (a) or (b) has ended. In addition, if an Employee is not in Active Service on the date the insurance for a Spouse would otherwise begin, the Spouse will become insured on the date the Employee returns to Active Service.

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WHO IS INSURED**Effective Date of Insurance (Continued)****Class C - Dependent Children**

Each eligible Employee or each eligible Spouse who is eligible to elect coverage for his Child or Children as Class C Insureds must sign the required form to elect this coverage. He may sign this form:

- during the initial open enrollment period; or
- within 31 days after he becomes eligible for coverage for his Dependent Child or Children; or
- within 45 days of the birth of a Child.

The coverage for each Dependent Child as a Class C Insured will then begin on the latest of:

- the Policy Effective Date;
- the date the Dependent Child becomes eligible for coverage as a Class C Insured; or
- the first of the month during which the first payroll deduction for Dependent Child coverage is made; or, if premiums for Dependent Child coverage are to be paid directly to the Administrator, the first day of the month during which the first premium payment for Dependent Child coverage is due.

If a Class A or Class B Insured who is covered already for his Dependent Children acquires another Dependent Child, that Child will become a Class C Insured when he is 14 days old, or on the day of adoption, whichever is later.

An eligible Employee or an eligible Spouse who does not elect the insurance for his Dependent Child or Children within 31 days after he first becomes eligible for it, may later elect it. Also, an eligible Employee or an eligible Spouse who terminated the insurance for his Dependent Child or Children under the Policy, may re-elect it. In both cases, the Insurability Requirement must be satisfied for each Dependent Child. A Dependent Child's insurance will then become effective on the later of: (a) the first day of the month after CG agrees in writing to accept him; or (b) the first day of the month during which the first payroll deduction for Dependent Child coverage is made; or, if premiums for Dependent Child coverage are to be paid directly to the Administrator, the first day of the month during which the first premium payment for Dependent Child coverage is due.

If, on the date his insurance would otherwise begin, a Dependent Child: (a) is a patient in a hospital; or (b) is unable to engage in the normal activities of a person of the same age and sex; his insurance will begin on the day after the condition described under (a) or (b) has ended.

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JUDGE HIBBLER

MAGISTRATE JUDGE SCHENKIER

WHO IS INSURED

Effective Date of Insurance (Continued)

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Class D - Former Class C Dependent Children

The Effective Date of Insurance for a former Dependent Child will be the date his coverage as a Class C Insured ceases, if he elects in writing to be insured as a Class D Insured and the required premium is paid to the Administrator within 90 days of such date.

If a former Dependent Child does not elect to be insured as a Class D Insured within 90 days after he becomes eligible, he will not be eligible to elect this coverage at a later date.

If, on the date he becomes insured as a Class D Insured, a former Class C Dependent Child: (a) is a patient in a hospital; or (b) is unable to engage in the normal activities of a person of the same age and sex; he will not be insured for any Coverage Amount in excess of \$10,000 until the day after the condition described under (a) or (b) has ended.

Class E - Former Class A or Class B Insured

The Effective Date of Insurance for a former Class A or Class B Insured will be the date his coverage as a Class A or Class B Insured ceases.

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LIFE INSURANCE

Death Benefit

If an Insured dies, CG will pay the Death Benefit in effect on the date of death. The Death Benefit will be paid to the Insured's Beneficiary as soon as due proof of death is received by CG. The Death Benefit will be an amount equal to the greater of:

- the Insured's Coverage Amount on the date of death plus the Net Cash Value, if any; or
- an amount that, determined by CG, is required to preserve the qualification of the Policy as a life insurance policy under the Internal Revenue Code.

In no event will the Death Benefit be less than the Minimum Death Benefit listed in the Table of Minimum Death Benefits. The balance and interest for any Loan on the Cash Value due at the Insured's death will be deducted from the Death Benefit to be paid.

LIFE INSURANCE**Minimum Death Benefit**

The Minimum Death Benefit at any time is a percentage of the Cash Value. The percentage depends on the Attained Age of the Insured at that time. It is given in the following table.

Table of Minimum Death Benefits

<u>Attained Age of Insured</u>	<u>Percentage of Cash Value</u>
40 or less	250%
41	243%
42	236%
43	229%
44	222%
45	215%
46	209%
47	203%
48	197%
49	191%
50	185%
51	178%
52	171%
53	164%
54	157%
55	150%
56	146%
57	142%
58	138%
59	134%

LIFE INSURANCE**Minimum Death Benefit****Table of Minimum Death Benefits (Continued)**

<u>Attained Age of Insured</u>	<u>Percentage of Cash Value</u>
	130%
60	128%
61	126%
62	124%
63	122%
64	120%
65	119%
66	118%
67	117%
68	116%
69	115%
70	113%
71	111%
72	109%
73	107%
74	105%
75 - 90	104%
91	103%
92	102%
93	101%
94	100%
95	100%
96	100%
97	100%
98	100%
99	100%

CG reserves the right to change the Minimum Death Benefit to the extent necessary to preserve qualification of the Policy as a life insurance policy under the Internal Revenue Code.

LIFE INSURANCE**Nonforfeiture Provisions****Cash Value and Net Cash Value**

On each Monthly Calculation Date, the Cash Value, if any, for each Class A, Class B, Class D, and Class E Insured will be calculated as shown below:

1. the Cash Value on the preceding Monthly Calculation Date; plus
2. all premiums received since the preceding Monthly Calculation Date; minus
3. any amount of Partial Surrender paid since the preceding Monthly Calculation Date; minus
4. the Monthly Deduction for the month following the Monthly Calculation Date; minus
5. 2% of the difference between item (2) and item (4). (This percentage represents an actuarially determined average of various states' premium tax rates.); plus
6. one month's interest on item (1); plus
7. interest on item (2) from date of receipt until the end of the month; minus
8. the partial month's interest on any Partial Surrender from date of disbursement to the end of the month.

Interest on premiums will be credited from date of receipt.

On any day other than a Monthly Calculation Date, the Cash Value will be the Cash Value as of the preceding Monthly Calculation Date, plus 98% of all premiums received and less any Partial Surrender amount paid since the preceding Monthly Calculation Date. The Cash Value on the effective date of a Class A, Class B, Class D, or Class E Insured's coverage will be 98% of the excess of the initial premium received from that Insured over the Monthly Deduction for the month following the Effective Date of Insurance.

The Net Cash Value for each Class A, Class B, Class D, or Class E Insured as of any date is equal to the Cash Value on that date less any Indebtedness of such Insured.

LIFE INSURANCE

Nonforfeiture Provisions (Continued)

Monthly Deduction

The Monthly Deduction on each Monthly Calculation Date for each Class A, Class B, Class D, and Class E Insured will be the sum of:

- the Monthly Cost of Insurance Rate based on the Insured's Attained Age multiplied by the Coverage Amount in force for him on that date; and
- the Monthly Cost of Insurance Rate for all Class C Insureds, if elected; and
- a Monthly Administrative Charge.

The Monthly Administrative Charge may be changed upon agreement between CG and the Policyholder. The Monthly Administrative Charge may be adjusted for a Class of Insureds to reflect administrative costs applicable to that Class of Insureds.

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LIFE INSURANCE**Nonforfeiture Provisions (Continued)****Interest Rates**

CG will credit interest to the Cash Value, if any, of each Class A, Class B, Class D, or Class E Insured on each Monthly Calculation Date.

Except as provided in the Cancellation Provisions section, the Interest Rate applied to the Net Cash Value of each Insured will be the greater of:

- 0.32737% per month, compounded monthly (4% compounded yearly); or
- a rate determined by CG from time to time. Such rate will be established on a prospective basis and may vary by the Policy Year and duration.

The Interest Rate applied to that portion of the Cash Value which secures any outstanding Loan of an Insured will be 6%.

Monthly Cost of Insurance Rates

The Monthly Cost of Insurance Rates are based on the Insured's Attained Age, the type of benefit and the Class of Insured. The Monthly Cost of Insurance Rates are determined by CG based on its expectations as to future mortality experience. Adjustments in the Monthly Cost of Insurance Rates may be made by CG from time to time, but not more than once a year, and will apply to Insureds of the same class. Under no circumstances will the Monthly Cost of Insurance Rates ever be greater than those shown in the Table of Guaranteed Maximum Life Insurance Rates. Such guaranteed maximum rates are based on the Commissioners 1980 Extended Term Table (age last birthday) and 4% effective annual interest.

Insufficient Cash Value (Lapse)

If the Cash Value for a Class A, Class B, Class D, or Class E Insured, less any Indebtedness of that Insured, on the day preceding a Monthly Calculation Date is insufficient to cover the Monthly Deduction for the month following such Monthly Calculation Date, the insurance for that person will terminate as provided in the Grace Period for Insured provision. This termination will be termed a Lapse under the Policy.

Nonforfeiture Provisions (Continued)

Basis of Computations

The Cash Values for each Class A, Class B, Class D, or Class E Insured are guaranteed to be no less than those calculated based on the Commissioners 1980 Extended Term Table (age last birthday) with interest at 4% per year, compounded yearly.

The Cash Values are at least equal to those required on the Policy Effective Date by the jurisdiction in which the Policy is issued. A detailed statement of the method of computing values will be filed with the insurance department of any jurisdiction where required.

Continuation of Insurance

If a Class A, Class B, Class D, or Class E Insured ceases to pay the Planned Monthly Premium, the insurance for that person will be continued until the Cash Value, less any Indebtedness, is insufficient to cover the Monthly Deduction, as provided in the Grace Period for Insured provision. This provision will not continue the insurance beyond the Certificate Maturity Date or insurance for Class C Insureds beyond the date of termination otherwise provided. At the Certificate Maturity Date, CG will pay the Net Cash Value, if any, to the Owner, if the Insured is then living.

Surrender

Each Class A, Class B, Class D, or Class E Insured may terminate his insurance and surrender his Certificate on any Monthly Calculation Date before his Certificate Maturity Date. The amount payable on surrender of his Certificate will be the Net Cash Value on the date of surrender.

The Net Cash Value will be paid in cash or may be used to purchase Paid-up Insurance. CG may defer the payment of the surrender value for the period permitted by law, but not for more than six months from the date CG receives the request for surrender.

LIFE INSURANCE

Nonforfeiture Provisions (Continued)

Partial Surrender (Withdrawal)

A Partial Surrender is a withdrawal from the Net Cash Value which may be elected on any day during the lifetime of the Insured and prior to the Certificate Maturity date by submitting a written request to the Administrator. The amount of the Partial Surrender must be at least \$200 and may not exceed the Net Cash Value.

When a Partial Surrender is made, the amount of the Partial Surrender will be deducted from the Cash Value. CG will not allow a Partial Surrender if: (1) the Cash Value would be reduced below that required under the laws of the jurisdiction where the Policy is issued; or (2) the amount of Partial Surrender would exceed an Insured's Net Cash Value.

CG reserves the right to limit the number of Partial Surrenders in a 12-month period. CG also reserves the right to defer payment for the period permitted by law, but not for more than six months from the date CG receives the request for the Partial Surrender.

LIFE INSURANCE

Loan Provisions

Loans

After a Cash Value is available, CG will grant a Loan against a Class A, Class B, Class D, or Class E Insured's Certificate, provided a proper Loan agreement is executed by the Owner. The Insured's Cash Value will be the sole security for the Loan. The amount of the Loan will be at least \$200 and may not exceed the Net Cash Value less the Monthly Deduction due on the next Monthly Calculation Date.

CG may defer a Loan for six months from the date CG receives the request for the Loan.

Loan Interest

The Loan Interest Rate will be 8% per year, payable in arrears. Loan interest is payable annually to CG on each Certificate Anniversary Date of the Insured or as otherwise agreed in writing by the Owner and CG. Interest not paid when due will then be added to the Loan and bear interest at the same rate. Interest, as it accrues from day to day, will constitute an Indebtedness.

Indebtedness

Indebtedness means the amount of money owed to CG and secured by an Insured's Cash Value. Any Indebtedness at the time of settlement will reduce the Proceeds. Indebtedness may be repaid in whole or in part at any time before the Insured's Certificate Maturity Date.

If, at any time the total Indebtedness against an Insured's Cash Value, including interest accrued but not due, exceeds the then current Cash Value, his insurance will cease, but not until 31 days after notice has been mailed to the last known addresses of the Owner and his assignee, if any, on record with CG.

Paid-Up Insurance

At any time after a Class A, Class B, Class D, or Class E Insured has accumulated a Cash Value, he may elect:

- to use a portion of this Net Cash Value to purchase Paid-up Insurance; or
- he may surrender his Certificate and use all of his Net Cash Value to purchase Paid-up Insurance.

The amount of Paid-up Insurance will be no less than the amount which the Net Cash Value or a portion of the Net Cash Value will purchase when applied as a single premium, using the guaranteed life insurance rates and the guaranteed Interest Rates at the Insured's then Attained Age. However, the amount of Paid-up Insurance may not exceed an Insured's Coverage Amount in force for him on the date of purchase.

The Paid-up Insurance will be payable as set forth in the payment provisions for the Death Benefit. It will not include any other benefits provided under the Policy.

TERMINATION OF INSURANCE

For Class A, Class B, Class C, Class D, and Class E Insureds

The insurance on a Class A, Class B, Class D, and Class E Insured will cease on the earliest date below:

- the date the Insured's coverage Lapses;
- the Insured's Certificate Maturity Date;
- the date the Insured's Certificate is surrendered;
- the date of the Insured's death; or
- the date the Insured forfeits U.S. permanent residency status voluntarily or involuntarily by leaving the United States of America to take up residence in another country.

On an Insured's Certificate Maturity Date, his Certificate must be surrendered, and then his Net Cash Value will be paid.

The Insurance on a Class C Insured will cease on the earliest date below:

- the date of Termination of Insurance (as described above) of the Class A, Class B or Class E Insured who has elected coverage for that Class C Insured;
- the first of the month after the date a Class C Insured is no longer eligible for the insurance as a Dependent Child, except as provided below; or
- the date an Insured cancels the coverage for his Class C Insureds.

If a Class C Insured ceases to be eligible as a Dependent Child, he has the option to elect, within 90 days, to continue his insurance and to become insured as a Class D Insured.

Effect of Termination of Employment, Death, Legal Separation or Divorce

If:

- a Class A Insured's employment with the Employer ceases; or
- a Class B Insured no longer qualifies under the Classes of Eligible Persons because the Employee through whom he became eligible ceased employment with the Employer; or
- a Class B Insured is legally separated, divorced or the surviving Spouse of an Employee or former Employee;

the coverage for these Insureds and any Class C Insureds may be continued by paying the required premium directly to the Administrator on a quarterly, semiannual or annual basis. Class A and Class B Insureds will become Class E Insureds. Premium payment to the Administrator will start with the first of the month that is the same as or next follows the date the Administrator is notified of any event listed above.

Cancellation of the Policy

The Policyholder may cancel the Policy by giving CG written notice 60 days before the cancellation date.

CG will cancel the Policy on the earlier of:

- 30 days after CG has given written notice of cancellation to the Policyholder; or
- the date the Trust is dissolved.

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CANCELLATION PROVISIONS (Continued)

Continuation of Benefits after Cancellation of the Policy

The coverage which is not surrendered upon cancellation of the Policy will be continued. Class A and Class B Insureds will become Class E Insureds. All premium payments must then be made directly to the Administrator on a quarterly, semiannual, or annual basis. Premium payment to the Administrator will start with the first of the month that is the same as or next follows cancellation of the Policy. The coverage will be continued until coverage for the last Insured terminates as described in the Termination of Insurance section.

However, if there is a successor policy to replace the coverage under this Policy, coverage for Class A, Class B, Class C, Class D, and Class E Insureds will terminate as of the date of the Policy termination or cancellation.

For the purposes of this Cancellation Provisions section, the term "Employer" will mean only the Employer as defined in the Definitions section of this Certificate.

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TABLE OF GUARANTEED MAXIMUM MONTHLY LIFE INSURANCE RATES

Per \$10,000 of Insurance

<u>Attained Age</u>	<u>Rate</u>
17	\$2.06
18	\$2.14
19	\$2.19
20	\$2.21
21	\$2.21
22	\$2.18
23	\$2.16
24	\$2.12
25	\$2.08
26	\$2.06
27	\$2.05
28	\$2.05
29	\$2.06
30	\$2.09
31	\$2.13
32	\$2.18
33	\$2.25
34	\$2.34
35	\$2.44
36	\$2.56
37	\$2.71
38	\$2.91
39	\$3.15
40	\$3.42
41	\$3.71

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**TABLE OF GUARANTEED MAXIMUM MONTHLY LIFE INSURANCE
RATES (CONTINUED)**

Per \$10,000 of Insurance

<u>Attained Age</u>	<u>Rate</u>
42	\$4.03
43	\$4.37
44	\$4.74
45	\$5.14
46	\$5.56
47	\$6.00
48	\$6.48
49	\$7.01
50	\$7.61
51	\$8.29
52	\$9.06
53	\$9.93
54	\$10.90
55	\$11.94
56	\$13.40
57	\$14.21
58	\$15.46
59	\$16.83
60	\$18.36
61	\$20.08
62	\$22.02
63	\$24.21
64	\$26.64
65	\$29.26
66	\$32.06
67	\$35.06
68	\$38.28
69	\$41.84

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**TABLE OF GUARANTEED MAXIMUM MONTHLY LIFE INSURANCE
RATES (CONTINUED)**

Per \$10,000 of Insurance

<u>Attained Age</u>	<u>Rate</u>
70	\$45.88
71	\$50.05
72	\$55.86
73	\$61.93
74	\$68.62
75	\$75.83
76	\$83.43
77	\$91.36
78	\$99.69
79	\$108.70
80	\$118.70
81	\$130.04
82	\$142.99
83	\$157.52
84	\$173.36
85	\$190.21
86	\$207.84
87	\$226.18
88	\$245.23
89	\$265.18
90	\$286.36
91	\$309.43
92	\$335.61
93	\$368.10
94	\$413.96
95	\$488.03
96	\$625.25
97	\$921.15
98	\$1,321.80
99	\$1,508.70

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PREMIUM PROVISIONS

Monthly Premium Date

The Monthly Premium Date will be the first of each calendar month.

Planned Monthly Premium

The Planned Monthly Premium for each Insured will be equal to the Monthly Deduction described in the Monthly Deduction provision and will include the amount to be applied to the Cash Value, if any. However, the Planned Monthly Premium may be adjusted to accommodate the Employees' payroll cycle.

An Insured may pay the Planned Monthly Premium at irregular intervals as long as his Net Cash Value is sufficient to pay for each Monthly Deduction.

Unscheduled Premium

In addition to the Planned Monthly Premium, each Class A, Class B, Class D, and Class E Insured may make Unscheduled Premium payments directly to the Administrator before the Certificate Maturity Date in any amount. However, the Unscheduled Premium may not exceed an amount that, in the opinion of CG, is required to preserve the qualification of the Policy as a life insurance policy under the Internal Revenue Code without regard to the Minimum Death Benefit Provision. (See the Qualification under Internal Revenue Code section.)

Payment of Premiums

A Class A, Class B, Class D, or Class E Insured's total premium payable on any Monthly Premium Date will be his Planned Monthly Premium plus the Unscheduled Premium, if any.

PREMIUM PROVISIONS (Continued)**Grace Period for Insured**

If the Net Cash Value for any Insured on any Monthly Premium Date is less than the required Monthly Deduction, a grace period of 61 days will be granted to the Insured to pay a premium sufficient to cover the required Monthly Deduction for the next two months. (The Net Cash Value and Monthly Deduction are described under Nonforfeiture Provisions.) If such premium is not paid within the grace period, the coverage under the Policy for that Insured and any Class C Insureds for whom he has elected the insurance will lapse without value at the end of the grace period.

At least 31 days before the end of the grace period, CG will notify the Class A, Class B, Class D, or Class E Insured, or Owner, if different, that there is insufficient Cash Value for him under the Policy. Failure to give notice will not extend the Death Benefit beyond the grace period. If the Insured dies during the grace period, CG will deduct any overdue Monthly Deduction from the Death Benefit payable.

Reinstatement

After an Insured's coverage has lapsed, it may be reinstated at any time prior to five years after the date of Lapse if:

- the Insured's Certificate has not been surrendered for the Cash Value; and
- a written request for reinstatement and a new enrollment form are sent to the Administrator; and
- the Insurability Requirement has been satisfied; and
- Planned Monthly Premiums are paid for at least two months; and
- any Indebtedness against the Insured's Cash Value, increased by any Loan interest is paid; and
- the Insured is not a Class D or Class E Insured.

The effective date of the reinstated coverage will be the Monthly Calculation Date that is the same as or next follows the date the request for reinstatement, the evidence of insurability and the new enrollment form are accepted by CG.

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OWNERSHIP AND ASSIGNMENT

Owner

Unless otherwise specified on the enrollment form:

- the Class A Insured will be the Owner of the coverage for himself, his Class B Insured and his Class C Insureds, if any;
- the Class D Insured will be the Owner of the coverage for himself; and
- the Class E (former Class A) Insured will be the Owner of the coverage for himself, his Class E (Spouse) Insured and his Class C Insureds, if any.

Rights of Owner

While an Insured is alive, the Owner may exercise all rights and privileges under the Certificate, including the right to: (a) release or surrender the Certificate to CG; (b) agree with CG to any change in the Certificate; (c) transfer all rights and privileges to another person; and (d) assign his Certificate.

All rights and privileges of an Owner may be exercised without the consent of any designated transferee, or any Beneficiary if the Owner has reserved the right to change the Beneficiary. All such rights and privileges, however, may be exercised only with the consent of any assignee recorded with the Administrator and the Beneficiary if an Owner has not reserved the right to change the Beneficiary.

Unless provided otherwise, if the Owner is a person other than the Insured and dies before the Insured, all the rights and privileges of the Owner will vest in the Owner's executors, administrators or assignees.

OWNERSHIP AND ASSIGNMENT (Continued)

Transfer of Owner

An Owner may transfer all his rights and privileges. On the effective date of transfer, the transferee will become the Owner and will have all the rights and privileges of the Owner. An Owner may revoke any transfer prior to its effective date.

Unless provided otherwise, a transfer will not affect the interest of any Beneficiary designated prior to the effective date of the transfer.

A transfer of ownership or a revocation of transfer, must be in writing on a form satisfactory to CG and filed with CG. A transfer or a revocation, will not take effect until recorded in writing by CG. When a transfer or revocation has been so recorded, it will take effect as of the effective date specified by the Owner. Any payment made or any action taken or allowed by CG before the transfer or the revocation is recorded will be without prejudice to CG.

Assignment

CG will not be affected by any Assignment of an Insured's Certificate until the original Assignment or a certified copy of the Assignment is filed with CG.

CG does not assume responsibility for the validity or sufficiency of any Assignment. An Assignment of the Certificate will operate so long as the Assignment remains in force. To the extent provided under the terms of the Assignment, an Assignment will transfer all rights and obligations of the Owner.

BENEFICIARY PROVISIONS

Each Owner will designate a Beneficiary to whom the proceeds will be paid in the event of death. Upon death of a Class C Insured, the Coverage Amount will be paid to the Owner of the Certificate who has elected and paid the premiums for that Class C Insured.

Change of Beneficiary

Each Owner may change the Beneficiary at any time, unless the Beneficiary designation is irrevocable. The change must be made on a form satisfactory to CG and signed by the Owner. No change in Beneficiary will take effect until this form is received by CG. When this form is received, the change will take effect as of the date of the form. If the Insured dies before the form is received, CG will not be liable for any payment that was made before receipt of the form.

Consent of Beneficiary

Consent of the Beneficiary will not be required to change the Beneficiary or to effect any other changes.

Any amount of an Insured's Death Benefit for which there is no designated or surviving Beneficiary will be paid to the Owner or to the executors or administrators of the Owner's estate.

If the Beneficiary is a minor, or, in the opinion of CG, is not able to give valid receipt for any payment due him, such payment will be made to his legal guardian. However, if no request for payment has been made by his legal guardian, CG may, at its option, make payment to the person or institution appearing to have assumed his custody and support. Payment in this event will be made in monthly installments of not more than \$500 each.

Payment in the manner described above will release CG from all liability to the extent of any payment made.

Misstatement of Age

If an Insured's age has been misstated, CG will adjust all benefits to the amounts that would have been purchased for the correct age, subject to the "Qualification Under Internal Revenue Code" provision.

Incontestability

CG will not contest the validity of the Policy after two years from the date of issue except for nonpayment of premiums. No statement made by an Insured as to his insurability will be used to contest the validity of the insurance after it has been in force prior to the contest for a period of two years during the Insured's life. No statement made by an Insured will be used unless it is made in writing and signed by him. Any increase in the Coverage Amount effective after an Insured first becomes insured will be incontestable only after such increase has been in force for two years during the Insured's life. The basis for contesting an increase in the Coverage Amount will be limited to material misrepresentations made in the supplemental enrollment form for the increase.

Annual Certificate Report

CG will send a report as of the end of the Policy Year to each Owner once a year to be attached to the certificate. The report will show:

- the Coverage Amount;
- the Death Benefit;
- the Cash Value and Net Cash Value;
- interest added to the Cash Value since the last Annual Certificate Report;
- all Planned Monthly Premiums and Unscheduled Premiums paid since the last Annual Certificate Report;
- all Monthly Deductions since the last Annual Certificate Report;
- the outstanding Loans and interest on outstanding Loans, if any;
- the amounts of any Partial Surrenders since the last Annual Certificate Report, if any; and
- any other data required by applicable laws.

Payment of Proceeds

Proceeds, as used in the Policy, means an amount payable:

- on the Insured's Certificate Maturity Date;
- on the date an Owner surrenders the Certificate before the Insured's Certificate Maturity Date; or
- upon the death of the Insured.

The Proceeds payable upon receipt of due proof of an Insured's death will be the Insured's Death Benefit.

If an Owner surrenders the Certificate before the Certificate Maturity Date, the Proceeds will be the Net Cash Value described in the Nonforfeiture Provisions sections. On an Insured's Certificate Maturity Date the Certificate must be surrendered. The Proceeds will then be the Net Cash Value, described in the Cash Value and Net Cash Value provisions. The Proceeds are subject to the adjustments described in the following provisions:

- Misstatement of Age;
- Incontestability;
- Suicide;
- Partial Surrender;
- Grace Period for Insured;
- Indebtedness; and
- Death Benefit.

MISCELLANEOUS PROVISIONS (Continued)

JUDGE HIBBLER

MAGISTRATE JUDGE SCHENKIER

Suicide

If an Insured commits suicide, while sane or insane, within two^{TC} years from the date his insurance becomes effective, his Death Benefit will be limited to a refund of the premiums paid, less:

- (a) any indebtedness against the Cash Value; and
- (b) the amount of Partial Surrenders.

If an Insured commits suicide, while sane or insane, within two years from the effective date of any increase in the Insured's Coverage Amount, the Death Benefit payment with respect to such increase will be limited to a refund of the monthly charges for the cost of the increase.

An Employee who applies for coverage under this Policy and who was covered on December 31, 1990 for life insurance benefits under a policy(s) sponsored by the Employer that is replaced by insurance set forth in this Certificate will not be subject to the Suicide provision for Coverage Amounts up to his Coverage Amount on December 31, 1990.

Qualification Under Internal Revenue Code

The Policy is designed to qualify as a life insurance policy under the Internal Revenue Code, as amended. CG has the right: (a) to limit or decline an Insured's payments; (b) to limit or decline Coverage Amount changes; (c) to amend the Policy and Certificates; or (d) to take other action it deems necessary to preserve the qualification of the Policy as a life insurance policy under the Internal Revenue Code.

Male Pronoun

The male pronoun as used herein will be deemed to include the female.

CONNECTICUT GENERAL LIFE INSURANCE COMPANY
A CIGNA COMPANY (herein called CG)

CERTIFICATE RIDER

POLICYHOLDER: PEOPLE'S BANK, AS TRUSTEE OF THE UNIVERSAL
LIFE INSURANCE TRUST FOR KRAFT GENERAL FOODS

POLICY NUMBER: 0596726

EFFECTIVE DATE: January 1, 1997

This Certificate Rider forms a part of the Certificate issued to you by CG describing the benefits provided under the group Policy. This Rider takes effect on the Effective Date shown above. CG specifies in this Rider the terms under which CG insures you for Accelerated Payment Benefit Insurance. This Rider is subject to all the terms of the Certificate, except those specifically changed in this Rider.

This Rider has no Cash Value or Loan Value.

NOTICE: Benefits as specified under your life insurance will be reduced upon receipt of an accelerated benefit.

Benefits paid under this Accelerated Payment Benefit Rider are not taxable under current law. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit. Benefits of this Rider are not payable if the Certificate to which it is attached is not in force.

This is not a Long-Term Care rider as defined in Sections 38a-501 and 38a-528 of the Connecticut General Statutes.


Corporate Secretary


PRESIDENT

THE SCHEDULE

This Rider is subject to all terms of the Certificate, except those specifically changed in this Rider. Any benefits payable under this Rider will reduce the Insured's Coverage Amount under the Certificate.

Terminal Illness Benefit

Up to 50% of an Insured's Coverage Amount in effect under the Certificate on the date CG verifies the Insured is Terminally Ill. This benefit is payable in a lump sum.

Monthly Premium Amount

The cost for the coverage provided by this Rider will be included in the Monthly Premium.

WHO IS ELIGIBLE

A person is eligible under this Rider for Accelerated Payment Benefit Insurance if:

- 1) such person is insured under the Certificate as a Class A, Class B, or Class E Insured;
- 2) an Accelerated Payment Benefit was not previously paid; and
- 3) coverage has not been assigned.

WHO IS INSURED

This Accelerated Payment Benefit Insurance is available to those persons described above. To be insured under the Certificate, CG must approve your enrollment and you must pay the cost.

Effective Date of Insurance

Class A - Employee

The Effective Date of Insurance under this Rider for an Employee who is eligible for coverage as a Class A Insured and who signs the required CG enrollment form during the initial enrollment period or within 30 days after he or she becomes eligible will be the effective date shown on the verification page for this Rider, provided the Administrator has approved the completed enrollment form and the required premium is received by the Administrator.

An Employee who is eligible for coverage as a Class A Insured and who elects the insurance under this Rider more than 30 days after the initial enrollment period must satisfy the Insurability Requirement before insurance for him or her under this Rider becomes effective. Such Employee's insurance will be effective on the date shown on the verification page for this Rider, provided CG approves such person's completed enrollment form and the required premium is received by the Administrator.

However, if an Employee is not Actively at Work on the date his or her insurance under this Rider would otherwise begin, the effective date of that insurance will be postponed until the date he or she is Actively at Work. If an Employee does not return to Active Service within 90 days from the date CG received the completed original enrollment form, a new enrollment form will be required.

WHO IS INSURED

Effective Date of Insurance (Continued)

Class B - Spouse of Employee

The Effective Date of Insurance under this Rider for an Employee's Spouse who is eligible for coverage as a Class B Insured and who signs the required CG enrollment form during the initial enrollment period or within 30 days after he or she becomes eligible, will be the effective date shown on the verification page for this Rider, provided CG has approved the completed enrollment form and the required premium is received by the Administrator.

If insurance under this Rider is elected for an Employee's eligible Spouse more than 30 days after the initial enrollment period, an Employee's Spouse must satisfy the Insurability Requirement before the insurance for him or her under this Rider becomes effective. The insurance for such Employee's Spouse will be effective on the date shown on the verification page for this Rider, provided CG approves such person's completed enrollment form and the required premium is received by the Administrator.

However, if, on the day an Employee's Spouse's insurance under this Rider would otherwise begin, such person is: a) confined in a Hospital or Nursing Care Facility; b) bedridden at home or homebound because of an injury or sickness; or c) is unable to engage in the normal Activities of Daily Living, the effective date of that insurance will be postponed until the date we verify that he or she is neither: a) confined in a Hospital or Nursing Care Facility; nor b) bedridden at home or homebound because of an injury or sickness; or c) is able to engage in the normal Activities of Daily Living.

WHO IS INSURED

Effective Date of Insurance (Continued)

Class E - Former Class A or Class B Insureds

The Effective Date of Insurance under this Rider for a former Class A or Class B Insured, who is Insured under this Rider will be the date his or her coverage under this Rider as a Class A or Class B Insured ceases.

The Effective Date of Insurance under this Rider for a former Class A or Class B Insured who is not insured under the Rider on the date that person becomes a Class E Insured and who signs the required CG enrollment form for insurance under this Rider will be the effective date shown on the verification page for this Rider, provided the former Class A or Class B Insured satisfies the Insurability Requirement and the completed enrollment form and required premium are received by the Administrator.

However, if the former Class A or Class B Insured has satisfied the Insurability Requirement and if, on the day his or her insurance under this Rider would otherwise begin, he or she is: a) confined in a Hospital or a Nursing Care Facility; b) bedridden at home or homebound because of an injury or sickness; or c) is unable to engage in the normal Activities of Daily Living; the effective date of the insurance under this Rider will be postponed until the date he or she is neither: a) confined in a Hospital or Nursing Care Facility; nor b) bedridden at home or homebound because of an injury or sickness; or c) is able to engage in the normal Activities of Daily Living.

CG will pay the Terminal Illness Benefit, shown in The Schedule, in a lump-sum payment to the Owner once CG has verified that the Insured has a Terminal Illness. The Terminal Illness Benefit shown in The Schedule is based on the Insured's Coverage Amount under the Policy in effect on the Benefit Determination Date.

Benefit Determination Date

The term "Benefit Determination Date" means the date CG verifies that an Insured is Terminally Ill. The Terminal Illness Benefit cannot be greater than 50% of the Coverage Amount in effect on the Benefit Determination Date.

Determination of Terminal Illness

For the purpose of determining the existence of a Terminal Illness, CG will require that the Insured submit the following:

- 1) a written diagnosis and prognosis by two unaffiliated Physicians licensed to practice in the United States that the Insured suffered a medically determinable condition which may include, but is not limited to, coronary artery disease, myocardial infarction, kidney failure or liver disease, and has 12 months or less to live; and
- 2) supportive evidence satisfactory to CG, including, but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

This benefit is payable only once during an Insured's lifetime.

EFFECT OF BENEFITS PAYABLE UNDER THIS RIDER

Any benefits payable under the Terminal Illness Benefit will reduce the amount of the Insured's Coverage Amount.

If, in CG's good faith opinion, the Coverage Amount remaining after payment of benefits under this Rider would not be sufficient to qualify the Policy as life insurance under the U.S. Internal Revenue Code, then CG will withdraw from the Cash Value and pay to the Certificate Owner an amount sufficient to cause the Policy to qualify. This will be treated as a partial withdrawal but will not be subject to any restrictions or charges which otherwise would apply to partial withdrawals.

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Monthly Premium

The Monthly Premium for this Rider for each Insured will be included in the Monthly Premium Amount shown in the Certificate Coverage Verification Page.

Change in Premiums

Any premiums for insurance under this Rider may be changed by CG from time to time, with at least 31 days' advance written notice. Any such change will be made on a Class basis. However, CG may change premiums immediately if, in its opinion, its liability is altered by any change in state or federal law or by a revision in the insurance under this Rider. Any such change in premiums will take effect on the effective date of the change in the law or change in the insurance under this Rider.

GM 6000R-LTC 9 APB(02)CT

M

MISCELLANEOUS PROVISIONS

Notice of Claim

Written notice of a claim must be given to the Administrator within 90 days after a diagnosis and prognosis of a Terminal Illness. If the notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

Claim Forms

When the Administrator receives the Notice of Claim, we will send forms for filing proof of loss. If the claimant does not get these claim forms within 15 days after the Administrator receives the Notice of Claim, the proof requirements will be met by submitting, within 90 days, written proof of the nature and extent of the loss.

Payment of Claim

All benefits under this Rider will be paid to the Owner. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, then no Accelerated Benefit will be payable and the life insurance benefit shall be paid in accordance with the Beneficiary Provisions applicable to the life insurance benefit. Any payment made by the company prior to its being advised of the Insured's or covered Spouse's death shall discharge the company of any obligation to the extent the benefit was paid.

Legal Action

No one may sue for payment of claim: a) less than 60 days after due proof of claim is furnished; or b) more than three years after the date proof of claim is required by the Policy.

MISCELLANEOUS PROVISIONS (Continued)

Recovery of Overpayment

If an overpayment has been made by us, we have the right, at any time, to recover that overpayment from the person to whom or on whose behalf it was made.

Examination

CG may require, at its own expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

TERMINATION OF INSURANCE UNDER THIS RIDER

The insurance under this Rider for a Class A, Class B, or Class E Insured will cease on the earliest of the following dates:

- 1) the date the Insured's coverage ends under the Certificate;
- 2) the last day for which the Insured has paid the required premium for this Rider, subject to the Grace Period for the Insured; or
- 3) the date the Terminal Illness Benefit becomes payable to an Insured who applied for such benefit.

DEFINITIONS

Hospital

The term "Hospital" means:

- 1) an institution licensed as a hospital which: a) maintains, on its premises, all facilities necessary for medical and surgical treatment; b) provides such treatment on an inpatient basis, for compensation, under the supervision of a staff of Physicians; and c) provides 24-hour service by Registered Graduate Nurses;
- 2) an institution which qualifies as a Hospital, a psychiatric Hospital or a tuberculosis Hospital, and a provider of services under Medicare, if such institution is accredited as a Hospital by the Joint Commission on the Accreditation of Hospitals;
- 3) an institution which: a) specializes in treatment of mental illness, alcohol or drug abuse or other related illness; b) provides residential treatment programs; and c) is licensed in accordance with the laws of the appropriate legally authorized agency;
- 4) a free-standing surgical facility; or
- 5) an institution which meets any one of the above requirements and is owned or operated by the U.S. Government.

DEFINITIONS (Continued)

Nursing Care Facility

The term "Nursing Care Facility" means an institution, or that distinct part of an institution, which meets the following requirements:

- 1) it is operated under applicable licensing and any other laws which apply to its operation;
- 2) it provides, on an inpatient basis, skilled nursing care or intermediate nursing care for injury, sickness or physical rehabilitation;
- 3) it is under the full-time supervision of a Physician or a Registered Graduate Nurse;
- 4) it maintains a complete daily written record on the condition of, and the services actually received by each patient and that record is available to CG;
- 5) it provides inpatient nursing care of sick or injured persons who must be under the care of a Physician.

The term "Nursing Care Facility" will not include an institution which is primarily a place for the blind, the deaf, the mentally ill or the mentally retarded or a place for the treatment of alcohol or drug abuse.

Physician

The term "Physician" means a licensed medical practitioner who is practicing within the scope of his or her license and who is licensed to prescribe and administer drugs or to perform surgery.

Terminal Illness

A Terminal Illness will be considered to exist if a person has a written diagnosis and prognosis by two Physicians that he or she has 12 months or less to live.

Marsh @WorkSolutions
a service of Seabury & Smith
1776 West Lakes Parkway
Des Moines, Iowa 50398

MARSH

June 12, 2003

LAURIE A LEE
1790 CLUBHOUSE DR
APT 7
AURORA IL 60504

RE: Group Universal Life Program for the Employees of Kraft
Foods

Dear Laurie A. Lee:
329-66-8742

We are pleased that you have chosen to participate in the Group Universal Life program. Group Universal Life offers low-cost life insurance protection, a "Cash Accumulation Option" with tax-deferred interest, and the ease of payroll deduction.

Enclosed you will find your Certificate and your Certificate Coverage Verification page which confirms and summarizes your coverage. If you have applied for a coverage amount that exceeds the amount listed, you will receive a separate letter concerning the status of that coverage. We have also enclosed the Administrative Procedures that contain specific instructions for changing your benefit options.

Please take a moment to examine your Certificate Coverage Verification page. If there are any discrepancies, please notify us by calling our toll-free number, 1-800-525-0524. We suggest that you file these documents with your other important records.

These documents should answer many of your questions regarding your coverage. However, Representatives are available to help you take full advantage of your Group Universal Life program. If you have questions concerning this letter or your Group Universal Life coverage, please call our toll-free number and we will be happy to assist you.

The Customer Service Representatives
Marsh @WorkSolutions
Program Manager

Connecticut General Life
Program Carrier

CERTIFICATE COVERAGE VERIFICATION

GROUP POLICYHOLDER: PEOPLE'S BANK AS TRUSTEE OF THE UNIVERSAL LIFE
INSURANCE TRUST FOR THE EMPLOYEES OF KRAFT FOODS

ATTENTION: KRAFT FOODS EMPLOYEE

525 OWNER: LAURIE A LEE
1790 CLUBHOUSE DR
APT 7
AURORA IL 60504

GROUP POLICY NUMBER: 0596726
POLICY ANNIVERSARY DATE: JANUARY 1

CERTIFICATE NUMBER: 3996948

ORIGINAL EFFECTIVE DATE: 08/01/03

CURRENT EFFECTIVE DATE: 08/01/03

INSURED: LAURIE A LEE

INSURED'S AGE: 38
(AS OF POLICY ANNIVERSARY DATE)

CURRENT COVERAGE AMOUNT: \$30,000

ACCELERATED DEATH BENEFIT: YES
AUTOMATIC INCREASES WHEN EARNINGS INCREASE: YES
CHILD(REN) COVERAGE: NOT INCLUDED

CERTIFICATE MATURITY DATE: THE POLICY ANNIVERSARY DATE FOLLOWING THE INSURED'S
99TH BIRTHDAY. THE CERTIFICATE WILL TERMINATE
PRIOR TO THIS DATE IF THE CONTRIBUTIONS PAID ARE NOT
SUFFICIENT TO CONTINUE THIS CERTIFICATE IN FORCE
TO THIS DATE.

CURRENT APPLICABLE STATE PREMIUM TAXES: TWO PERCENT OF CONTRIBUTIONS. WE
RESERVE THE RIGHT TO CHANGE THIS
CHARGE WITH LEGISLATIVE CHANGES
OR CHANGE IN RESIDENCE.

GUARANTEED MINIMUM INTEREST RATE: 4%
(IF PARTICIPATING IN THE CASH ACCUMULATION OPTION)

CURRENT MONTHLY ADMINISTRATIVE EXPENSE: \$1.00

MINIMUM LOAN/WITHDRAWAL AMOUNT: \$200.00
(IF PARTICIPATING IN THE CASH ACCUMULATION OPTION)

MINIMUM CONTRIBUTION: NONE

COMPANY: CONNECTICUT GENERAL LIFE INSURANCE COMPANY

THIS CERTIFICATE COVERAGE VERIFICATION IS TO BE ATTACHED TO YOUR CERTIFICATE
OF INSURANCE AND REPLACES PREVIOUSLY ISSUED COVERAGE VERIFICATION PAGES, IF ANY.

GC-7803-3B

CERTIFICATE COVERAGE VERIFICATION

GROUP POLICYHOLDER: PEOPLE'S BANK AS TRUSTEE OF THE UNIVERSAL LIFE
INSURANCE TRUST FOR THE EMPLOYEES OF KRAFT FOODS

ATTENTION: KRAFT FOODS EMPLOYEE

525 OWNER: LAURIE A LEE
1790 CLUBHOUSE DR
APT 7
AURORA IL 60504

GROUP POLICY NUMBER: 0596726
POLICY ANNIVERSARY DATE: JANUARY 1

CERTIFICATE NUMBER: 3996949

ORIGINAL EFFECTIVE DATE: 08/01/03

CURRENT EFFECTIVE DATE: 08/01/03

INSURED: TRENNISS LEE JR

INSURED'S AGE: 41
(AS OF POLICY ANNIVERSARY DATE)

CURRENT COVERAGE AMOUNT: \$10,000

ACCELERATED DEATH BENEFIT: YES
AUTOMATIC INCREASES WHEN EARNINGS INCREASE: NO
CHILD(REN) COVERAGE: NOT INCLUDED

CERTIFICATE MATURITY DATE: THE POLICY ANNIVERSARY DATE FOLLOWING THE INSURED'S
99TH BIRTHDAY. THE CERTIFICATE WILL TERMINATE
PRIOR TO THIS DATE IF THE CONTRIBUTIONS PAID ARE NOT
SUFFICIENT TO CONTINUE THIS CERTIFICATE IN FORCE
TO THIS DATE.

CURRENT APPLICABLE STATE PREMIUM TAXES: TWO PERCENT OF CONTRIBUTIONS. WE
RESERVE THE RIGHT TO CHANGE THIS
CHARGE WITH LEGISLATIVE CHANGES
OR CHANGE IN RESIDENCE.

GUARANTEED MINIMUM INTEREST RATE: 4%
(IF PARTICIPATING IN THE CASH ACCUMULATION OPTION)

CURRENT MONTHLY ADMINISTRATIVE EXPENSE: \$1.00

MINIMUM LOAN/WITHDRAWAL AMOUNT: \$200.00
(IF PARTICIPATING IN THE CASH ACCUMULATION OPTION)

MINIMUM CONTRIBUTION: NONE

COMPANY: CONNECTICUT GENERAL LIFE INSURANCE COMPANY

THIS CERTIFICATE COVERAGE VERIFICATION IS TO BE ATTACHED TO YOUR CERTIFICATE
OF INSURANCE AND REPLACES PREVIOUSLY ISSUED COVERAGE VERIFICATION PAGES, IF ANY.

GC-7803-3B

ADMINISTRATIVE PROCEDURES GROUP UNIVERSAL LIFE PROGRAM FOR EMPLOYEES OF KRAFT FOODS

Marsh @WorkSolutions, a service of Seabury & Smith - Program Manager
1776 West Lakes Parkway, P.O. BOX 9279, West Des Moines, IA 50398
1-800-525-0524
www.personal-plans.com/kraft

The following procedures will assist you in making changes to your Voluntary Group Universal Life coverage and to answer questions you may have. Amount of coverage, cash value, and beneficiary designations are considered confidential information and can only be changed by the owner of the certificate. You may access your personal account information through the automated toll-free telephone number. If you have questions, please call Marsh @WorkSolutions at the toll-free number listed above and a customer service representative will assist you.

1. Change Your Address or Name
Address and name changes are usually not provided to Marsh @WorkSolutions by your employer. A change notification may be made online or by calling the toll-free number. Your records will be updated immediately.
2. Change Your Coverage
Changes in coverage amounts can be made according to the terms of your certificate. Forms are available on the web site or by calling the toll-free number. Marsh @WorkSolutions must receive a written request for a decrease in coverage 31 days prior to the desired change effective date. Coverage increases usually involve underwriting by the insurance carrier. You must complete a new enrollment form.
3. Continue Coverage After Termination of Employment
One of the advantages of your program is that the coverage is portable. It does not terminate if you leave the company. Notify Marsh @WorkSolutions of your termination by phone or by mail. A form is available on the web site. You will be billed directly at your home address on a quarterly basis. Termination of employment may result in portable rates.
4. Continue Spouse Coverage
If enrolled, your spouse can continue coverage in the event of your death or divorce. Marsh @WorkSolutions must be contacted after any event. The proper forms are available on the web site or you may call to request them.
5. Continue Child's Coverage
When a covered child becomes ineligible under the adult's certificate, the child may continue protection with an adult certificate under the children's portability provision. The child must notify Marsh @WorkSolutions and complete an enrollment form in accordance with the terms of your certificate. You will not receive notification of ineligibility. Please call for the required enrollment form or print the form from the web site.
6. Termination of Coverage
The certificate owner may request that coverage be canceled at any time by notifying Marsh @WorkSolutions in writing or with a completed form from the web site. Please specify the certificate number when requesting termination of coverage. Notification must be received 31 days prior to the effective date of cancellation. If you wish to reapply for coverage, you will be required to provide evidence of good health and you must still be employed by Kraft Foods.
7. Elect or Change the Cash Accumulation Option
You can begin, terminate, or change cash accumulation contribution at anytime by completing and mailing in the web form, calling the toll-free number, or writing Marsh @WorkSolutions.

Marsh @WorkSolutions
a service of Seabury & Smith
1776 West Lakes Parkway
Des Moines, Iowa 50398

MARSH

June 12, 2003

LAURIE A LEE
1790 CLUBHOUSE DR
APT 7
AURORA IL 60504

RE: Group Universal Life Program for the Employees of Kraft Foods

Dear Laurie A. Lee:
329-66-8742

We appreciate your interest in the Group Universal Life Program for the Employees of Kraft Foods.

We need the following items:

You are eligible for additional coverage above the Simplified Issue Limit.

Your coverage is now issued in the amount of \$30,000.00, however, amounts over the Simplified Issue Limit require a review of your medical history. Please complete the enclosed health questionnaire for the additional coverage.

Return the health questionnaire in the envelope provided. If this information is received within 30 days, we can resume the processing of your request.

Upon receipt we will forward this form to Connecticut General Life and notify you of their decision in writing.

According to plan guidelines, your spouse/domestic partner is eligible for additional coverage above the Simplified Issue Limit, if you provide us with all the necessary information.

We have issued coverage in the amount of \$10,000.00, however, amount over the Simplified Issue Limit require review of your spouse's/domestic partner's medical history. Since you have applied for spouse/domestic partner coverage over this limit, you are required to complete the enclosed health questionnaire for your spouse/domestic partner. Additional spouse/domestic partner coverage will not be effective until the health questionnaire is reviewed and approved by Connecticut General

RE: Group Universal Life Program for the Employees of Kraft
Foods
329-66-8742

Life.

During the application process, depending on the method you used to enroll, you may not have been able to designate a beneficiary. To correct this we have enclosed a beneficiary designation form.

When designating your primary beneficiary, be sure that the total shares equal 100%. Your contingent beneficiary is the person(s) who will receive the death benefit if your primary beneficiary is not living.

We will be happy to record your designation upon receipt, a current, recorded beneficiary enables the insurance carrier to establish the proper payee if a claim is presented. Please complete the enclosed form and return it to our office in the envelope provided.

If you have any questions, please call your Customer Service Representative toll-free, 1-800-525-0524.

New Business Customer Service
Marsh @WorkSolutions
Program Manager

Connecticut General Life
Program Carrier

EH SH
IVR1 038

Marsh @WorkSolutions
a service of Seabury & Smith
1776 West Lakes Parkway
Des Moines, Iowa 50398

MARSH

August 14, 2003

LAURIE A LEE
1790 CLUBHOUSE DR
7
AURORA IL 60504

RE: Group Universal Life Program for the Employees of Kraft Foods

Dear Laurie A. Lee:
329-66-8742

Thank you for your participation in the Group Universal Life Program for the Employees of Kraft Foods.

We are pleased to inform you that your request for additional coverage on yourself has been approved by Connecticut General Life.

This coverage is effective on September 1, 2003

Enclosed is a Certificate Schedule indicating the amount of coverage in force and billing effective date of that coverage.

If you have any questions, please call your Customer Service Representative toll-free, 1-800-525-0524.

New Business Customer Service
Marsh @WorkSolutions
Program Manager

Connecticut General Life
Program Carrier

FP

CERTIFICATE COVERAGE VERIFICATION

**GROUP POLICYHOLDER: PEOPLE'S BANK AS TRUSTEE OF THE UNIVERSAL LIFE
INSURANCE TRUST FOR THE EMPLOYEES OF KRAFT FOODS**

ATTENTION: KRAFT FOODS EMPLOYEE

**525 OWNER: LAURIE A LEE
1790 CLUBHOUSE DR
7
AURORA IL 60504**

**GROUP POLICY NUMBER: 0596726
POLICY ANNIVERSARY DATE: JANUARY 1**

CERTIFICATE NUMBER: 3996948

ORIGINAL EFFECTIVE DATE: 08/01/03

CURRENT EFFECTIVE DATE: 09/01/03

INSURED: LAURIE A LEE

**INSURED'S AGE: 38
(AS OF POLICY ANNIVERSARY DATE)**

CURRENT COVERAGE AMOUNT: \$130,000

**ACCELERATED DEATH BENEFIT: YES
AUTOMATIC INCREASES WHEN EARNINGS INCREASE: YES
CHILD(REN) COVERAGE: NOT INCLUDED**

**CERTIFICATE MATURITY DATE: THE POLICY ANNIVERSARY DATE FOLLOWING THE INSURED'S
99TH BIRTHDAY. THE CERTIFICATE WILL TERMINATE
PRIOR TO THIS DATE IF THE CONTRIBUTIONS PAID ARE NOT
SUFFICIENT TO CONTINUE THIS CERTIFICATE IN FORCE
TO THIS DATE.**

**CURRENT APPLICABLE STATE PREMIUM TAXES: TWO PERCENT OF CONTRIBUTIONS. WE
RESERVE THE RIGHT TO CHANGE THIS
CHARGE WITH LEGISLATIVE CHANGES
OR CHANGE IN RESIDENCE.**

**GUARANTEED MINIMUM INTEREST RATE: 4%
(IF PARTICIPATING IN THE CASH ACCUMULATION OPTION)**

CURRENT MONTHLY ADMINISTRATIVE EXPENSE: \$1.00

**MINIMUM LOAN/WITHDRAWAL AMOUNT: \$200.00
(IF PARTICIPATING IN THE CASH ACCUMULATION OPTION)**

MINIMUM CONTRIBUTION: NONE

COMPANY: CONNECTICUT GENERAL LIFE INSURANCE COMPANY

**THIS CERTIFICATE COVERAGE VERIFICATION IS TO BE ATTACHED TO YOUR CERTIFICATE
OF INSURANCE AND REPLACES PREVIOUSLY ISSUED COVERAGE VERIFICATION PAGES, IF ANY.**

GC-7803-3B

Gerald K Hodge

From: Tigner, Michelle D (Chelle B) 250 [Michelle.Tigner@CIGNA.com]
Sent: Wednesday, March 05, 2008 12:47 PM
To: Gerald K Hodge
Subject: Laurie Lee/ Latoya White

Atty. Hodge,

As indicated in our previous correspondence we can not release the beneficiary designation currently on file without having a subpoena forwarded to our office which should include the policy number, underwriting company and the intended documents in which we are to release.

The designation was reviewed by our home office. They have determined that because Ms. Lee named herself, the Estate of Laurie Lee, dec'd was payable. Again, should you wish to have a copy of the designation and or any other document please forward your subpoena to:

Sandy Townsend, CIGNA Group Insurance, P.O. Box 22328, Pittsburgh, PA 15222-0328. The Subpoena must include the following:

Policy number 0596726
Underwriting Company: Connecticut General Life Insurance
Intended Document(s) to release.

Thank you,

Michelle Tigner

Life Claims Specialist
Life and Accident Claim Services
Tele: 412.402.3486 or 1.800.238.2125 Ext. 3486
Fax: 412.402.3501
Email: Michelle.Tigner@CIGNA.com

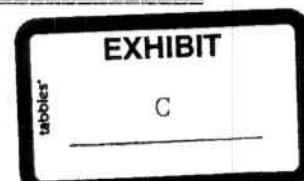
Connecticut General Life Insurance Company
Life Insurance Company of North America
CIGNA Life Insurance Company of New York

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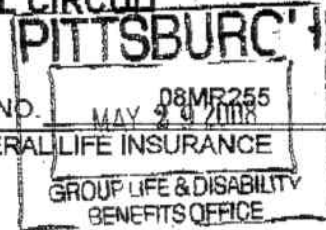
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3/14/2008



**IN THE CIRCUIT COURT FOR THE 16TH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS**



LATOYA WHITE

GEN. NO. 08MP255
MAY 20 2008
CONNECTICUT GENERAL LIFE INSURANCE

vs.

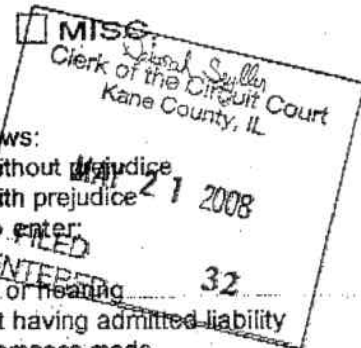
PLAINTIFF(S)

DEFENDANT(S)

JUDGE: COLWELL	COURT REPORTER	Plaintiff's Attorney GERALD HODGE	<input type="checkbox"/>
DEPUTY CLERK:	<input type="checkbox"/> A copy of this order should be sent to: <input type="checkbox"/> has been sent to:	Defendant's Attorney	<input type="checkbox"/> CHECK IF PRESENT

Plaintiff present in Open Court ☐ Yes ☐ NoDefendant present in Open Court ☐ Yes ☐ No

(If by attorney, see above)

ORDER☒ CONTINUANCE☐ JUDGMENT

THE COURT BEING ADVISED IN THE PREMISES:

It is ordered:

On motion of _____ COURT _____ that this cause
be continued to AUGUST 5TH 2008

Time 9:30 a.m., Room No. 100

100 South Third Street, Geneva, IL 60134Kane County CourthouseJudge COLWELL☐ _____ MUST APPEAR

For:

☒ Hearing on Motion/Petitionfor/to: CASE MANAGEMENT CONFERENCE

- ☐ Default/judgment
☐ Dismiss/setting
☐ Proof of damages
☐ Trial
☐ Other (describe): _____

It is ordered as follows:

- ☐ Dismissed without prejudice
☐ Dismissed with prejudice
☐ Judgment to enter:
☐ By default
☐ Upon trial or hearing
☐ Defendant having admitted liability
☐ Proof of damages made
☐ Proof of reasonable attorney's fees made
☒ Strike pending dates
☐ Discharge rule to show cause
☐ Dismiss citation
☐ Alias _____ to issue

In favor of _____

and against _____

in the amount of \$ _____, costs of

\$ _____ and Attorney's fees of

\$ _____

☒ Misc. Orders: THIS CASE IS RESCHEDULED TO 8/5/08 AT 9:30 A.M. IN COURTROOM 110. STRIKE PENDING.

DATE OF 7/29/08.

Date 5/21/08 Enter: _____

RECEIPT ACKNOWLEDGED: _____